

**SPECIFICATIONS
FOR
2020 - 2021 PAVEMENT MARKING
CITY OF MUNCIE, INDIANA**

JUNE 17TH, 2020

OWNER: CITY OF MUNCIE

June 8, 2020

Dear Contractor:

You have been selected by the Muncie Board of Public Works and Safety to submit a quote to contract for 2020 - 2021 PAVEMENT MARKING in the City of Muncie.

Specifications and necessary bid documents are included in this package.

Please Note that no bid bond will be required as this is by invitation. Certificate of Insurance as required by the specifications will be required if your quote is selected.

Sealed quotes must be submitted to the office of the City Clerk, 300 N High Street in or before 8:45 a.m. on June 17, 2020.

Linda Hayes, Secretary

Department of Public Works

DEFINITIONS:

A) OWNER'S REPRESENTATIVE: City Engineer or Assistant Supervisors of the Department of Public Works, 5790 W Kilgore Avenue Muncie, IN 47304 or his Designee.

B) CONTRACTOR: The signatory of such for the Project 2020 - 2021 Pavement Marking.

C) OWNER: The City of Muncie, Indiana

II AWARD AND EXECUTION OF CONTRACT:

A. CONTENTS OF DISPOAL FORMS: Bidders will be furnished proposal forms by the owner. These forms include:

1. A Proposal:

- A.** The bid proposal shall be submitted on "General bid form 96" as prescribed by the Indiana State Board of Accounts. Each bid proposal shall include a properly executed Non-Collusion Affidavit as required by the Statues of the State of Indiana.
- B.** Please note that no bid bond will be required as this bid is by invitation. Certificate of Insurance as required by the specifications will be required if your quote is selected.
- C.** Each bid shall be submitted in a sealed envelope addressed to the Board of Public Works and Safety. The envelope shall also bear the name and address of the person or firm submitting the bid and a statement referring to the project to which the bid applies.

2. An itemized proposal: the bidder's attention is called to the fact that the estimate of quantities of work to be done and materials to be furnished under these specifications as shown in the itemized proposal is approximate and is giving only as a basis of calculations upon which the award of the contract is to be made.

3. A contract unit pricing shall be guaranteed through the end of the contract period on December 31, 2021.

4. An Indiana State Board of Accounts form "96" with non-collusion affidavit.

B. AWARD OF CONTRACT: Award of the contract, or rejected of all bid, will be made within a period not to exceed sixty (60) days after opening of bids. If the award of any successful bid is delayed more than sixty (60) days after the date of letting, the Owner agrees, if so requested by the successful Bidder, to reject all bids received on the proposal in question.

C. INSURANCE: The Contractor shall be required to carry Workman's Compensation and Employee's Liability insurance in amounts and with companies satisfactory to the Owner. In addition, the Contractor shall be required to carry Comprehensive Public Liability and Property Damage Insurance, the minimum limits of which shall be as follows:

Comprehensive General Liability	\$500,000 each person
	\$500,000 each accident
	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each person
	\$1,000,000 aggregate
Employees Liability	\$250,000
Automotive Liability/Bodily	\$500,000 each Person
	\$500,000 each accident
Excess (Umbrella)	\$1,000,000

Insurance is required as a measure of protection and the Contractor's liability is not to be limited by the amounts specified in the insurance policies. The Contractor will be required to furnish proof of insurance to the Owner prior to award of the contract.

D. CONTRACT BOND: No bid bond will be required as the bid is by invitation.

E. COMPETENCY OF BIDDERS: Each bidder shall furnish on the standard form in the proposal, a statement of the equipment available and his plan of performing the proposed work.

III SCOPE OF WORK:

A. TITLE AND LOCATION OF WORK: The work done under this contract is identified as: Project No. 2020 - 2021 Pavement Marking and consists of applying traffic markings to various major arterial streets in the City of Muncie.

B. INTENET OF CONTRACT: The intent of the contract is to provide for the application and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, safety equipment, transportation and supplies required to complete the work in accordance with most recent issue of the Indiana Department of Transportation Standard Specifications and the Indiana Manual on Uniform Traffic Control.

C. MAINTENANCE OF TRAFFIC: Public road closures will not be permitted but, in accordance with the Indiana Manuel on Uniform Traffic Control Devices, sufficient flagman and traffic cones shall be used to protect freshly applied markings and control traffic in an orderly manner.

IV CONTROL OF WORK:

A. CONFORMANCE OF PLANS AND SPECIFICATIONS: All work performed and materials furnished shall be in reasonable close conformance with the lines, dimensions, and material requirements as indicated in the specifications.

B. INCREASED OR DECREASED QUANTITIES OF WORK: The right is reserve for the owner's representative to make such alterations in the plans, or in the character or quantity of the work, as may be necessary or desirable from time to time during the progress of the work. The price paid for alterations outside the range of units bid in the proposal must be negotiated prior to executing the work.

V LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

A. INDEMNITY: The Contractor shall keep the Owner free and harmless from the payment of any and all damages, costs, expenses, royalties, patent fees, attorney's fees, or any sum of money whatsoever, by reason of any actions, claims, demands or proceedings, arising out of any infringement or alleged infringement, or use of any patented device, article, system, or arrangement that may be used by the Contractor in the execution of his work. The Contractor will be required to Indemnify and safe harmless the

Owner from all claims or actions of any kind or description brought against the Owner for or on account of any injuries or damaged received or sustained by any persons or any neglect in guarding the same or in any improper materials used, or by on account of any act of commission or omission of the Contractor or his agents or employees.

VI PRESCUTION AND PROGRESS:

A. NOTICE TO PROCEED: The owner's representative will send the contractor written notice to proceed with the work within thirty days of the acceptance of the contract.

B. DATE OF COMPLETION: The Contractor shall have all school crossings completed immediately with coordination between the City Engineer and Street Department Supervisors. Contract period from July 1, 2020, through December 31st, 2021, with a unit price structure with an expected contract amount not greater than \$140,000.00

C. TERMINATION OF CONTRACT: If the Contractor fails or refuses to perform the work in acceptable manner, the Owner may give notice in writing to the Contractor and his surety of such failure or refusal, specifying the same and direction what action shall be taken.

Any one or more of the following will be considered sufficient justification for such notice:

1. Failure to begin the work under the contract within the time specified;
2. Failure to perform the work in sufficient supervision, workmen, equipment and materials to insure the prompt completion of said work;
3. Unsuitable performance of the work;
4. Neglecting or refusal to remove defective materials or failure to perform a new such work as may have been rejected;
5. Discontinuing the prosecution of the work or nay part of it;
6. Inability to finance the work adequately;

7. If for any reason, the Contractor fails to carry on the work in an acceptable manner.

If the Contractor, or his surety, within a period of 10 days after such notice does not proceed in compliance therewith, then the Owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any and all material and equipment on the ground as may be suitable and acceptable and may, at his option, turn the work over to the Surety, or enter into an agreement with another contractor for the completion of the contract according to the terms and provisions thereof, or he may use such other methods as, in his opinion, shall be required for the completion of said contract in an acceptable manner.

All costs of completing the work under contract shall be deducted from any monies due or which may become due said Contractor. In case the expense is incurred by the Owner may be less than the sum which would have been payable under the contract if it has been completed by said Contractor, then said Contractor shall be entitled to receive the difference but in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and his Surety shall be liable and shall pay to the Owner the amount of said excess.

By taking over the prosecution of the work, the Owner does not forfeit the right to recover damaged from the Contractor or his Surety for his failure to complete the work within the time specified.

VII SPECIAL PROVISIONS:

A. LAYOUR FOR MARKING: Except as noted in the itemized proposal, the contractor will not be required to do any lay-out work as all pavement marking will be by either over-painting old markings or newly laid-out by city personnel.

B. INTERPRETATION OF UNIT BID PRICE: For Lineal feet items the contractor will be paid for the number of feet of markings actually applied, i.e. 50,000 LFT. Of 4" SKIP SINGLE LANE LINE will require 200,000 LFT, of application machine travel.

C. 4" ANGLE PARKING STALL LINE: This item is a solid white line. Each shall consist of one line 15' to 18' in length. Minimum contiguous number will be four. Cost of additional one line to close end stall is to be absorbed in the cost of adjacent stalls. Contractor will be paid at the unit price bid for the number of feet 4" ANGLE PARKING STALL applied.

D. PARALLEL PARKING STALL: This item consists of over-painting one complete parallel parking stall as described on the attached detail sheet. Minimum contiguous number will be two. The cost of additional lines to close end stalls is to be absorbed in the cost of adjacent stalls. The contractor will be paid at the unit price bid for the number of stalls painted.

E. MATERIAL AND EQUIPMENT: All materials and equipment used in the application of pavement markings shall be in accordance with the applicable provisions of the most recent edition of the **Indiana Department of Transportation Standard Specifications**.

Itemized Proposal

Item	Approximate	Units	Unit Price	TOTAL
Skip single 4" lane line	52,000	LFT		
Solid single 4" lane line	45,000	LFT		
Solid single 4" edge line	70,000	LFT		
Parallel Parking Stall	100	EACH		
4" Angel Parking Stall Line	1,300	LFT		
Standard Turn Arrows	100	EACH		
24" Stop Lines	3,400	LFT		
6" Pedestrian Crossing Lines	7,500	LFT		
Standard Rail Road Approach	19	EACH		
Bike Lane 6" White	20,000	FT		
Bike Lane Arrow	300	EACH		
Bike Lane Legend	300	EACH		
THERMOPLASTIC:				
Solid Double 4" lane line	2,500	LFT		
Skip and Solid Double 4" lane line	10,000	LFT		
Skip single 4" lane line	5,200	LFT		
Solid Single 4" lane line	4,500	LFT		
Solid Single 4" edge line	7,000	LFT		
Standard Turn Arrows	10	EACH		
24" Stop lines	340	LFT		
6" Pedestrian Crossing Lines	750	LFT		
Standard Rail Road Approach	4	EACH		
Bike Lane 6" White	20,000	FT		
Bike Lane Arrow (if specified)	300	EACH		
Bike Lane Legend	300	EACH		
Mobilization Required	30-40	PRICE PER		

CONTRACTOR INFORMATION:

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____

Zip Code: _____ Office Phone: _____

Form No. 96 (Revised 2005)

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed

Action taken

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

PART I

(To be completed for all bids. Please type or print)

Date: _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____ (Governmental Unit) in accordance with plans and specifications prepared by _____ and dated _____ for the sum of _____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV. 01/2000

O.M.B. No. 3048-0007
EXPIRES 01/2003
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) Single-establishment Employer Report

Multi-establishment Employer:

(2) Consolidated Report (Required)

(3) Headquarters Unit Report (Required)

(4) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

OFFICE
USE
ONLY

a.

Address (Number and street)

b.

City or town

State

ZIP code

c.

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

d.

Address (Number and street)

City or Town

County

State

ZIP code

e.

b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)

f.

c. Was an EEO-1 report filed for this establishment last year? Yes No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Yes No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

Yes No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

Yes No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A - N	
	Hispanic or Latino		Race/Ethnicity										Non-Hispanic or Latino			
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	Other	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
	A	B	C	D	E	F	G	H	I	J	X	L	M	N	O	
Executive/Senior Level Officials and Managers	1.1															
First/Mid-Level Officials and Managers	1.2															
Professionals	2															
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5															
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8															
Service Workers	9															
TOTAL	10															
PREVIOUS YEAR TOTAL	11															

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 one 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official: _____ Title: _____ Signature: _____ Date: _____

Name of person to contact regarding this report: _____ Title: _____ Address (Number and Street): _____

City and State: _____ Zip Code: _____ Telephone No. (including Area Code and Extension): _____ Email Address: _____

All reports and information obtained from individual reports will be kept confidential as required by Section 709(c) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001